

SERIAL 10001-ROQ FEDERAL LEGISLATIVE ADVOCACY (LOBBYIST) SERVICES

DATE OF LAST REVISION: August 04, 2010

CONTRACT END DATE: August 31, 2013

CONTRACT PERIOD THROUGH AUGUST 31, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FEDERAL LEGISLATIVE ADVOCACY (LOBBYIST) SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 04, 2010 (Eff. 09/01/10)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

JH/mm
Attach

Copy to: Materials Management
 David Smith, County Manager
 Melody Henderson, Government Relations & Communications

(Please remove Serial 03112-ROQ from your contract notebooks)



CONTRACT PURSUANT TO ROQ

SERIAL 10001-ROQ

This Contract is entered into this 4th day of August, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Nelson Mullins, a Limited Liability Partnership of Washington D.C. ("Contractor") for the purchase of FEDERAL ADVOCACY (LOBBYING) SERVICES.

1.0 CONTRACT TERM:

- 1.0 This Contract is for a term of THREE (3) years, beginning on the 1ST day of September 2010 and ending the 31ST day of August, 2013.
- 1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of THREE (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted one hundred and eighty (180) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit an electronic copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract serial number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of service
 - Quantity

- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Travel (if applicable and pre-approved)
- Total Amount Due

- 3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)
- 3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.13.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.13.2.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.2.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

- 6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
- 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
- 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
- 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
- 6.4.4.2 Terminate the Contract for default.

6.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Christopher T. Cushing
Managing Director, Public Strategies Group
Tel: 202.545.2974
Fax: 202.545.2955
chris.cushing@nelsonmullins.com

6.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.7 TERMINATION FOR DEFAULT:

6.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.11 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.14 RETENTION OF RECORDS:

6.14.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.14.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.16 ALTERNATIVE DISPUTE RESOLUTION:

6.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.16.1.1 Render a decision;

6.16.1.2 Notify the parties that the exhibits are available for retrieval; and

6.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at [USCIS.GOV](https://uscis.gov).

6.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 1.1.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension

of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.22 CONTRACTOR LICENSE REQUIREMENT:

6.22.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.25 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.26 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.27.1 Exhibit A, Pricing;

6.27.2 Exhibit B, Scope of Work;

6.27.3 Exhibit C, Materials Management Contractor Travel and Per Diem Policy.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR




AUTHORIZED SIGNATURE

Christopher T. Cushing, Managing Director, Public Strategies Group
PRINTED NAME AND TITLE

101 Constitution Ave, N.W., Suite 900, Washington, D.C. 20001
ADDRESS

June 24, 2010
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

AUG 04 2010
DATE

ATTESTED:



CLERK OF THE BOARD

AUG 04 2010
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

July 21 2010
DATE

10001-ROQ EXHIBIT A**PRICING****10001-ROQ**

PRICING SHEET: NIGP CODE 96151

| | |
|-------------------------|--|
| NAME: | Nelson Mullins Riley & Scarborough LLP |
| VENDOR # : | W000015146 X |
| ADDRESS: | 101 Constitution Avenue, NW, Suite 900, Washington, DC 20001 |
| P.O. ADDRESS: | |
| PHONE #: | 202.545.2974 |
| FAX #: | 202.742.4559 |
| WEB SITE: | www.nelsonmullins.com |
| CONTACT REPRESENTATIVE: | Christopher T. Cushing |
| E-MAIL ADDRESS: | chris.cushing@nelsonmullins.com |

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES ____ NO

PAYMENT TERMS: NET 45

1.0 PRICING:

| | |
|------------------|-------------|
| ANNUAL RETAINER: | \$78,000.00 |
| MONTHLY PAYMENT: | \$6,500.00 |

10001-ROQ EXHIBIT B

1.0 **INTENT OF NELSON MULLINS:**

Nelson Mullins Riley & Scarborough, LLP ("Nelson Mullins" or "the Firm") shall provide advocacy services and act as a liaison between the County and members of the United States Congress, the Executive Branch, federal executive offices, agencies and others as directed by Maricopa County. The advocate will report to the five-member Maricopa County Board of Supervisors, the County Manager, and the Director of Government Relations.

1.1 **Overview of Federal Advocacy Services**

The Firm has a firm grasp on the daily occurrences in Washington, DC, at both the Congressional and the department or agency level. Clients of the Firm are given relevant information in the most timely manner, often before such information is made widely available. The County will be kept apprised of any proposal in Congress or in an agency that has the potential to impact its policies or programs. In most cases, the earlier this awareness occurs, the better the opportunity to influence the potential outcome becomes. Our personnel spend their days ensuring that our clients are not blindsided by legislation or regulation, and our extensive contacts on Capitol Hill and in the agencies ensure our clients are never taken by surprise. Members of our team are attorneys with considerable experience in government service, including the drafting of legislation that has been successfully enacted into law. We will use this legal and legislative counsel experience to assist the County, when needed, to develop legislation and amendments to legislation to accomplish specific County goals and objectives. Members of our team have served as Members of Congress, and at senior staff levels such as Staff Director of the House Subcommittee on the Legislative Process, Executive Floor Assistant in the House Majority Whip organization, and senior staff on the House Armed Services Committee, and are available to provide assistance on a variety of issues, including Luke Air Force Base. (Reference: Scope of Services 2.1, 2.2, 2.3, 2.4)

The Firm's reach extends far beyond the Halls of Congress. The Executive Branch is capable of drastically affecting the County in a variety of issue areas, and we are well positioned to ensure thorough and expert representation of the County with the Administration and in each department and agency within the government. (Reference: Scope of Services 2.1, 2.2, 2.3)

Ensuring awareness of grants programs that may potentially benefit the County is a critical component to any complete representation, and the Firm prides itself on having an impressive group of researchers and analysts to assist with this effort, including a dedicated Director of Grant Services who is accredited by the Grant Professionals Certification Institute. (Reference: Scope of Services 2.2)

We also have extensive experience in reviewing Federal proposals from both the Executive and Legislative branches of government that may be beneficial or adverse to the County's interests, and will report to the County immediately upon determining the potential impact to the County of such proposals. After the initial review, the County can instruct the Firm on any relevant course of action that may need to be taken to protect the County from any effects of the proposal. (Reference: Scope of Services 2.3)

The Firm will arrange meetings on a needed basis for County officials with Senators, Members of Congress, Congressional staff, and Federal officials. The Firm will assist, or lead the effort, of preparing briefing materials for such meetings. This will include the preparation of background information and talking points, review of the messaging with County officials prior to the meetings, accompanying County officials to the meetings, and facilitating discussions, and all necessary follow up after the meetings. (Reference: Scope of Services 2.5, 2.6) Specific client services under this engagement as may include, but not be limited to:

active lobbying of Senators, House Members, and Congressional staff; as well as senior personnel in departments and agencies of the Executive Branch, and at The White House;

preparing and implementing innovative legislative and regulatory strategies for clients and communicating the associated messages effectively;

political and issue analysis in connection with legislative and regulatory matters;

designing and implementing strategies for Federal appropriations;

monitoring and timely reporting on legislative activities and developments; including, legislative bills, hearings, and committee meetings;

securing opportunities for client participation in the legislative and regulatory processes including facilitating testimony at hearings and language being submitted for the record;

developing strategies regarding grant programs; and

providing access to other key influencers of public policy; including, major national associations, “think tanks,” political organizations, and coalitions.

Federal Advocacy Agenda and Strategic Plan Development

At the outset of the engagement, our professionals will work with County officials and staff to develop a results-oriented strategic plan for advocacy at the Federal level, which would be based on a yearly schedule of activities. This document will identify all major objectives relating to policy initiatives and funding approaches for projects of interest to the County, including; economic development, infrastructure, transportation, parks and recreation services, homeland security, grants, legislative initiatives that restrict the power of local government, and other issue areas that are designated by the County; and prioritize those objectives for implementation. (Reference: Scope of Services 2.2, 2.3) This planning document will: provide an overview of the Federal Budget and current Administration regulatory policies that relate to the objectives of the County, as guidance for planning for each fiscal year;

review current significant Administration initiatives that are relevant to County, and advise of the outlook for policy development for possible participation in efforts to support the initiatives;

determine opportunities for the promotion of the County for Federal programmatic funding and advocate for designated projects;

provide an update on the current appropriations cycle and determine funding requests to be developed and submitted for the next appropriations cycle;

determine the appropriate data that is needed to present to lawmakers and staff for effective communication of the positions of the County and develop messaging materials;

design and implement an educational campaign for selected Federal policymakers and professional staff concerning issues of importance to the County;

identify key legislative priorities, monitor the legislation as it develops, and advocate in support of or in opposition to specific issues in legislation, based on the position of the County;

seek opportunities for the participation of County officials and staff in policy discussions; and

coordinate with the appropriate national associations and coalitions in support of the policy objectives of the County.

As has been our practice, each year in December or January (and at additional mutually agreed upon times), our professionals will convene meetings with the appropriate County officials in Maricopa County, Arizona, to discuss the coming year’s legislative goals. We will discuss Federal grant and appropriations opportunities, legislative priorities of the County, and potential economic development opportunities that may exist. We will discuss the necessary time frames involved with each opportunity, the deadlines for paperwork submission, the need for information

in advance of the deadline and the efforts we plan to employ to support such requests. (Reference: Scope of Services 2.3)

In the specific area of Federal appropriations, we will ensure the timely completion and submission of all relevant documentation to each of the Member offices. Our knowledge of the appropriations process will allow us to advise the County on the various pockets of Federal dollars available to it and the various County projects in need of funding. The Firm will monitor all activities on Capitol Hill relating to the appropriations process to ensure favorable consideration of the County's projects in subcommittee, full committee and the chamber floor. We will meet with the relevant Members of each committee to inform them of the merits of the County's requests, and we will use our close, personal relationships with influential Members to assist the County's goal of project funding. This success is based on our knowledge of the process and our ability to discuss the projects with the most influential Members on the appropriations committees. (Reference: Scope of Services 2.2)

1.2 Our Grants Office

The recent American Recovery and Reinvestment Act of 2009 ("stimulus") funding points to the growing importance of identifying and seeking grants and loans from Federal agencies. Much of the new Federal funding for transportation, educational improvements, and renewable energy is funded via formula and competitive grants. In addition, the Obama Administration's Special Counsel for Ethics and Government Reform has limited the ability of registered Federal lobbyists to engage Federal departments and agencies on grant applications.

Nelson Mullins may be the only Washington, DC, firm to have a dedicated in-house grants office headed by a "grants professional certified" (GPC); not a lobbyist. Grants office staff are experts in grants development and specialized writing, and our grants office is available to review Maricopa County's overall funding needs to match these needs with potential Federal grant opportunities and provide recommendations that best position the County to compete for these grants. We will then work with Maricopa County staff to identify and pursue agreed upon grant requests. This selection process would include an ongoing review of grant opportunities made by Federal agencies, as well as feedback we receive from Federal agencies on future grant opportunities. Our actions will include determining the grants we pursue, recommending partners and strategies to increase our likelihood of securing funding, and assistance in writing and submitting the grant applications. (Reference: Scope of services 2.2)

1.3 Liaison with Federal Agencies

In addition to the pursuit of the targeted programmatic activity, grants, and appropriations that are designated in the plan discussed above, our government relations professionals will work closely with County officials in a broad capacity relating to their current involvement and potential for expansion with programs administered by the various departments and agencies of the Federal Government. (Reference: Scope of Services 2.1):

serve as a general liaison for the County with Federal departments and agencies;

represent the County in Washington at events that are considered to be of importance to the County;

make inquiries with the appropriate departments and agencies, on a project-specific basis, as requested by County officials;

attend meetings regarding Federal programs and brief County officials;

monitor programmatic activity and advise of new initiatives that may be of interest to the County, as determined through contact with departmental and agency representatives;

establish points of contact for the County in the various Federal departments and agencies, especially with

the: Department of Energy, Department of Homeland Security, Department of Housing and Urban Development, Department of Justice, Department of Transportation, Department of Commerce, Department of Health and Human Services; and

participate on behalf of the County in meetings and events that are conducted by national associations and organizations that represent the interests of the County.

1.4 Communication with County Officials

Consistent with our philosophy of service, our government relations professionals are committed to maintaining regular -- usually daily -- communication with Maricopa County to provide the most current information, confer on emerging policy issues, and thoroughly discuss all significant developments. This ongoing communication ensures that we are working collaboratively to make timely decisions and to pursue opportunities, as soon as they are presented. Firm professionals have appeared, and are prepared to appear, at public hearings to answer questions regarding the services requested and any other topics of interest regarding Federal programs and Federal aid. (Reference: Scope of Services 2.3, 2.3) In addition, the Firm is committed, at minimum to:

provide written updates to designated County officials and staff on a monthly basis, outlining our activities and achievements in furtherance of the goals of the Federal legislative strategic plans;

identify funding opportunities for major infrastructure projects, and confer with County officials and staff to design strategies for effectively presenting proposals to the appropriate departments and agencies to achieve maximum effect; and

participate in regular meetings with officials in Maricopa County to provide a Federal legislative overview, as well as to discuss the legislative priorities of the County.

Coordination with National Groups

The Firm would serve as a link for the County with selected national associations, organizations, coalitions, and advocacy groups, including the National Center for State Courts (in regard to issues such as the proposed tax intercept legislation), the U.S. Chamber of Commerce (issues such as the three percent withholding mandated by Section 511 of the Tax Increase Prevention and Reconciliation Act [PL 109-222]), the National Governors Association (especially on health care funding issues, Medicaid and FMAP funding, and ARRA reporting), and National Association of Counties (NACo) on the full range of county issues, including representation of Maricopa County at NACo's national conferences. Our professionals would work to expand upon the County's existing relationships to position the County for its representatives to participate in efforts to effectively influence the legislative process, as well as Administration policies. We would, also, coordinate advocacy activities with coalitions and interest groups to achieve uniform, united, and effective messaging on issues of importance to the County. (Reference: Scope of Services 2.6)

1.5 Experience with Issues of Particular Concern to Maricopa County

When there are specific issues of interest to the County, we are able to closely focus on the relevant Congressional committees and Federal departments and agencies. The result is that we are able to report immediately on the status of these issues; including legislation that is pending or expected to be introduced, proposed or current regulatory requirements, or funding opportunities. As the County's Federal liaison, Chris Cushing leads a team of professionals with deep experience in Federal programs, policies and legislation in which the County has a particular ongoing interest. We have a proven track record advancing the County's priorities on the Federal level; below are some of Federal issues and related activities that we have pursued, and continue to pursue, on behalf of the County.

Homeland Security/Immigration

The recent release of a bipartisan framework by Senators Lindsey Graham (R-SC) and Chuck Schumer (D-NY) signaled forward progress on comprehensive immigration reform.

The plan has four pillars:

- requiring biometric Social Security cards to ensure that illegal workers cannot get jobs;
- strengthening border security and interior enforcement;
- creating a process for admitting temporary workers; and
- implementing a path to legalization for those already in the US.

It remains unclear, however, whether this or any immigration overhaul will clear Congress this year. The Firm enjoys strong relationships with both Senator Schumer and Senator Graham, and can directly advance the County's interests. In terms of Federal advocacy on immigration reform, we will continue to concentrate on the need for significant Federal support for local efforts to help integrate immigrants into the community and alleviate the costs of providing services such as public safety, language services, housing, health, education, and social services.

American Recovery and Reinvestment Act of 2009 (ARRA)/Jobs Creation

ARRA ("stimulus"), was signed into law by President Obama on February 17, 2009 (P.L. 111-5) and, as a part of our ongoing representation, we work with the County to identify, prioritize, sequence, and track projects eligible for stimulus funding across a number of categories including human services, public safety, workforce training, transportation, energy and environment, and health care. As part of the continuing goal of obtaining the maximum benefits of ARRA funding for County residents, we assist County staff in seeking any competitive grants that may be available, including transportation, broadband, electronic health records, and other programs. Much like the preparation that was done in anticipation of ARRA, we are identifying and advancing County priorities for potential inclusion in the pending Federal "jobs bill."

Health Care/Medicaid

The Firm has one of the top ten health care practices in the nation as ranked by the American Health Lawyers Association. We have significant expertise in this subject matter, including in legislative and regulatory representation. During consideration of health reform legislation, we coordinated with NACo on proposals to ameliorate costs to the County, including a provision in the health reform bill signed into law (P.L. 111-148) that prohibits states from requiring counties to contribute a higher percentage of the non-Federal share of Medicaid than they did in 2009. The Act also includes an exemption for individuals in custody pending disposition of charges from the incarceration disqualification for enrolling in insurance coverage on the exchange. The focus will now shift on the Act's implementation, which will unfold over the next several months and years, and we will keep the County fully apprised of regulatory proposals and new public health grant funding opportunities. Given Maricopa County's significant role in funding the Arizona Health Care Cost Containment System (AHCCCS) and the Arizona Long-Term Care System (ALTCSS), we closely track Federal developments related to Medicaid, including current proposals pending in Congress to extend the increased Federal matching rate as established under ARRA to state Medicaid programs. The Firm has worked with Correctional Health Services (CHS) on several issues, including obtaining \$1 million for a correctional telehealth initiative, and more recently working with CHS on issues related to accreditation.

Energy/Green Government

The Firm has a significant renewable and alternative energy practice, with deep expertise in solar, wind, and biomass energy generation and transmission, as well as energy efficiency and building retrofits. We understand regional economic development, and can assist the County in considering proposals to leverage one of Arizona's five C's – climate (solar energy). Energy is a significant part of the County's expenditures, about \$20 million per year in utility costs. Maricopa County's "Green Government Program" is establishing the County as a leader among local governments to maintain a healthy and sustainable environment and to implement strategies to help reduce energy and material use and save money. To advance the County's Green Government priorities, we aggressively seek out potential public and private sector partners, Federal funding opportunities for the County and, on a parallel track, carefully monitor the different versions of climate change proposals under consideration by Congress. Several of these proposals have provisions that directly affect local governments, including grant programs to defray the costs of implementation at the local level; a recycling program for states with the proviso that states must allocate a portion of the program funding to local governments; a retrofitting program; and the establishment of national energy efficiency building code standards. Senator Kerry (D-MA), Senator Graham (R-SC), Senator Lieberman (I-CT), Congressman Waxman (D-CA) and Congressman Markey (D-MA) are the leaders in this legislative effort, and the Firm enjoys exceptionally strong working relationships with each of these offices.

In addition, working with the Maricopa County Parks and Recreation Department, we are also seeking to include full dedicated funding for the Land and Water Conservation Fund (LWCF) as part of any climate change legislation which may move forward this year.

Social Services

Through communications with senior staff in the County's Human Services Department, we stay informed about the increased demands placed on County services during these difficult economic times, and the accompanying need for additional resources. To more effectively advance the County's priorities in these areas, we often join with NACo, other counties, and social service organizations in an informal coalition to seek increased funding for Community Development Block Grant (CDBG), Social Services Block Grant (SSBG), workforce training and development, affordable housing and homeless assistance programs. We have obtained significant Federal funding for health care equipment for the Human Services Campus.

With regard to the Low Income Home Energy Assistance Program (LIHEAP), we have engaged in successful joint advocacy with Phoenix and the State of Arizona to improve funding and formula allocations, and enjoy the strong support of Congressman Pastor in the House. In 2009, Arizona received \$28.8 million in LIHEAP funding, a significant increase from the \$9.3 million received in 2008 and \$7.86 million received in 2007 – directly affecting Maricopa County's allocations. In January of this year, HHS released an additional \$7.54 million to Arizona under LIHEAP.

The Workforce Investment Act (WIA) has been up for reauthorization several years, and we understand it is possible that Congress could move a WIA bill this year. We are closely monitoring this issue, and will work to ensure that any reauthorization proposal provides additional services needed for youth, adults and dislocated workers, and that the formula used for funding allocations gives Maricopa County and other similarly situated counties a fair shake.

Transportation

Transportation is one of the biggest challenges facing the County, and we work in close consultation with the County Public Works Department, MCDOT and ADOT to develop and advance transportation priorities on the Federal level that are consistent with the five-year Transportation Improvement Program budget. Through one of our earlier collaborative efforts, \$1.5 million in congressionally directed project funding was obtained to expand the County's highly successful AZTech Intelligent Transportation System (ITS) program. Significant funding has also been secured to improve I-10. To further expand AZTech's reach in the County, an appropriations request for additional ITS project funding in fiscal year 2011 has been submitted to Arizona Congressional members for consideration.

We also continue to track the progress regarding reauthorization of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). This Act authorized surface transportation and transit programs through September 30, 2009, but the reauthorization process has stalled. In the face of the Act's imminent expiration, Congress has passed several short-term extensions.

In addition, the Firm has a well established transportation policy group available to assist with matters on behalf of Maricopa County. These professionals provide client-focused representation to advance or defend the legislative, regulatory, and economic development interests of entities that operate within the transportation sector, and they regularly represent the interests of clients before the United States Department of Transportation, its modal sub-agencies, and all of the transportation-related Committees of the Congress. The Firm has a strong record of achievement in representing clients who have sought to establish or upgrade the level and quality of their engagement with key Department of Transportation decision makers, by providing one-on-one liaison support to them.

Flood Control and Related Issues

The Water Resources Development Act ("WRDA") authorizes projects undertaken by the U.S. Army Corps of Engineers, and the Act is slated for reauthorization this year. In response to the County's request, Congressman Harry Mitchell submitted the Trilby Wash Feasibility Study as one of his priorities to be considered for inclusion in WRDA 2010. Congressman Mitchell serves on the Transportation and Infrastructure Committee, which has jurisdiction over WRDA, and we remain in contact with Congressman Mitchell and his staff in order to keep apprised of the legislation's progress. With Senator Kyl's support, the Trilby Wash project received its first-ever Federal funding for the feasibility study in the Energy and Water Appropriations bill for FY 2009.

We continue to advocate for additional funding for dam safety programs important to the Flood Control District of Maricopa County and the Department of Agriculture Appropriations bill for FY 2010 provided increases in Watershed and Flood Prevention Operations and Watershed Rehabilitation. The Watershed Rehabilitation program was funded at \$40,161,000, an increase of \$161,000 from FY 2009. The Watershed and Flood Prevention Operations program is funded at \$30 million, as compared to \$24.289 million in FY 2009.

Working with the County staff, we closely monitor developments on Capitol Hill regarding the status of a different water-related issue, the proposed Clean Water Restoration Act. The legislation as currently written could have significant ramifications for the County and to water regulation in the west. The legislation proposes to remove the word "navigable" from the definition of the Clean Water Act (CWA). Elimination of the word "navigable" from the definition of "waters of the U.S." within the Clean Water Act, could essentially place all bodies of water or "perceived" bodies of water under Federal jurisdiction — even those waters traditionally under state authority.

Justice Programs

On behalf of the County, we consistently advocate for resources in support of priority programs under the Department of Justice during the annual Congressional appropriations process. In FY 2009, for example, we worked with Arizona House Members to secure \$1 million for a County-wide drug prevention program. Each funding cycle we also work closely with Senators McCain and Kyl and Arizona House Members to restore and increase funding for the State Criminal Alien Assistance Program (SCAAP). In addition, we partner with local government groups and other organizations in support of activities to improve law enforcement capabilities along the southwest border and to obtain programmatic funding for cost-effective initiatives to reduce recidivism, notably Drug Courts and Second Chance Act Offender Reentry programs.

Fighting Federal Mandates

On behalf of the County, we are constantly on the lookout for Federal mandates that could undermine or preempt local authority, or impose undue fiscal or operational burdens on the County. We are actively involved in efforts to defeat legislation that would impose Federal mandates on the County and in enacting legislation that would repeal Federal mandates that are already on the books.

Public Safety Employer-Employee Cooperation Act of 2009 (H.R. 413), which would mandate that state and local governments enter into collective bargaining agreements with all public safety employees. Efforts to include this legislation in last year's omnibus appropriations bill were derailed by the opposition of NACo and other local and state government associations including the Arizona County Supervisors Association.

Three Percent Withholding Tax (H.R. 275/S. 292) would repeal Section 511 of the Tax Increase Prevention and Reconciliation Act (P.L. 109-222) which requires that Federal, state, and local governments withhold 3% from payments for goods and services. The effective date was initially set for January 1, 2011, but was delayed to January 1, 2012 by the American Recovery and Reinvestment Act (P.L. 111-5). The Government Withholding Relief Coalition, which includes NACo and a broad cross section of public and private entities, is seeking to include repeal of the law in any jobs-creating legislation that is being developed.

Federal Tax Intercept Legislation (H.R. 1956)

We continue to collaborate with the National Center for State Courts in Washington, DC, as well as Arizona Supreme Court Chief Justice Rebecca White Berch, Arizona State Court Administrator Dave Byers, and Maricopa County Clerk of the Superior Court Michael Jeanes to move this legislation. The legislation would authorize the U.S. Department of the Treasury to intercept tax refunds to pay overdue court-ordered financial obligations. Congressman Pastor is a cosponsor.

2.0 **SCOPE OF SERVICES:**

Nelson Mullins shall act as the Washington, D.C. federal legislative representative of Maricopa County and shall provide, at a minimum, the following comprehensive services:

- 2.1 Perform as the Washington, D.C. advocate for Maricopa County and act as a liaison between the County and the members of the United States Congress, the executive branch, federal executive offices and agencies, and other officials as directed by the County. The advocate will report to the five-member Maricopa County Board of Supervisors, the County Manager, and the Director of Government Relations.
- 2.2 Provide research and information to the County on Federal administrative policy; funding and grant opportunities for County programs; reports and memoranda impacting County operations; information on Congressional hearings, reports, and testimony on issues affecting County programs; briefing on emerging issues that affect the County.
- 2.3 Report on and advise the County on Federal legislation, proposed and adopted, and Administration or administrative actions which affect County programs. Reporting will include a monthly written report on major activities and accomplishments which is keyed to the Board of Supervisors' adopted priority issues, and at least one to two personal visits per year to the County which will include meetings with County administrative and elected officials and briefing the Board of Supervisors, the County Manager, and Government Relations staff. One of these visits will involve an annual discussion with the Board, County Manager, and Government Relations staff on the effectiveness of the County's advocacy efforts at the Federal level, the annual budget for those efforts and the contract's scope of services. Any consultant and/or staff recommendations with regard to the advocacy efforts and contract will be reviewed by the County Manager and subject to the approval of the Board of Supervisors.

- 2.4 Work with the County to develop legislation and amendments to legislation, which accomplish specific County goals and objectives.
- 2.5 Represent the County if directed in meetings with members of Congress, Federal agencies, boards, commissions, committee and other bodies.
- 2.6 Arrange for meetings and provide materials for County Supervisors and Officials in Washington, D.C. and possible other venues. This will include facilitating meetings and assisting county officials and staff when they are meeting with members of Congress, including leadership when deemed appropriate, testifying before Congressional Committees and administrative agencies, conducting any County business in Washington, D.C., and attending national conferences such as the National Association of Counties (NACo).
- 2.7 Comply with all County procedures for billing and accounting for the cost of services performed and maintain records pertaining to the financial and performance aspects of the agreement.
- 2.8 Agree not to engage in private litigation against the County or accept other legislative representation or advocacy that does or may reasonably be expected to conflict with the County's legislative positions in any subject area without first obtaining written permission to do so from the Director of the Office of General Litigation Services under the auspices of the County Manager, or the Office of the Maricopa County Attorney (the appropriate office from which to obtain written permission will be determined by county administration), in the case of private litigation, or the Director of Government Relations, in the case of legislative representation or advocacy, as applicable.

2.9 ISSUES OF PARTICULAR CONCERN TO MARICOPA COUNTY:

The following issues are ones in which Maricopa County has particular ongoing interest:

- 2.9.1 Homeland Security issues;
- 2.9.2 American Recovery and Reinvestment Act of 2009 (ARRA) federal stimulus issues, including job creation;
- 2.9.3 Immigration-related issues;
- 2.9.4 Health Care issues, including Medicaid and FMAP funding; Public Health issues; health care reform; health benefits in jails; and Restoring the Partnership for County Health Care Costs Act of 2009;
- 2.9.5 Energy-related legislation, including energy efficiency building code; recycling; green initiatives and grants; retrofitting; and solar;
- 2.9.6 Social Services issues, including Affordable Housing and Homeless services assistance; Community Development Block Grant (CDBG); Social Services Block Grants (SSBG), Low Income Home Energy Assistance Program (LIHEAP); Job-Training, Workforce Development; and Workforce Investment Act reauthorization;
- 2.9.7 Land Use issues, including federal preemption of local Planning and Zoning authority; funding for land acquisition for open space preservation; and allocation of federal Land and Water Conservation Fund (LWCF) monies;
- 2.9.8 Public Works and Transportation issues, including TEA-21 reauthorization; SAFETEA-LU authorized surface transportation programs; and Federal Aid – Highway Program;
- 2.9.9 Flood Control issues including the Water Resources Development Act (WRDA); and watershed management issues, including flood and storm water hazard mitigation; watershed, flood and floodplain management issues involving COE and FEMA; Watershed Sustainability Act; Levee Certification; storm water management; Clean Water Act issues involving EPA; and dam safety federal funding assistance and dam safety federal technical assistance involving COE and NRCS;
- 2.9.10 State Criminal Alien Assistance Program (SCAAP) funding;
- 2.9.11 Second Chance Act Offender Reentry Legislation;
- 2.9.12 Federal military base maintenance assistance;
- 2.9.13 Three-Percent Withholding Tax issue;
- 2.9.14 Federal Tax Intercept Legislation;

- 2.9.15 Appropriations and Grant opportunities, including but not limited to the areas of Renewable Resources, Green Government, Land Use, Parks and Recreation, Criminal Justice, Transportation, Health, and Environment

The preceding list is not an exclusive list and the advocate would work with the County to identify other issues of concern or interest to the County as well as additional grant opportunities.

2.10 COORDINATION:

Representative shall coordinate all efforts with others assigned to similar tasks on behalf of the County by authorized County representatives to assist in particular legislative efforts.

2.11 Representation:

Agreeing not to engage in private litigation against the County or accepting other legislative representation that is or may reasonably be expected to conflict with the County's legislative positions without first obtaining written permission to do so from the office the County Attorney, in the case of private litigation, or the Director, in the case of legislative representation, as applicable

10001-ROQ EXHIBIT C

MARICOPA COUNTY CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

SERIAL 10001-ROQ

fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

NELSON MULLINS RILEY & SCARBOROUGH, PO BOX 11070, COLUMBIA, SC 29211

PRICING SHEET: NIGP CODE 9615101

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|---------------------------|--|
| Terms: | NET 45 |
| Vendor Number: | W000015146 X |
| Telephone Number: | 202-545-2964 |
| Fax Number: | 202-742-4559 |
| Contact Person: | Christopher Cushing |
| E-mail Address: | chris.cushing@nelsonmullins.com |
| Certificates of Insurance | Not Required |
| Contract Period: | To cover the period ending August 31, 2013. |